

**THE OAKLAND UNIFIED SCHOOL DISTRICT  
REQUEST FOR STATEMENTS OF QUALIFICATIONS AND  
REQUEST FOR PROPOSALS FOR  
SPECIAL EDUCATION STUDENT BUS SERVICES**

The Oakland Unified School District hereby invites sealed proposals to meet the District's transportation services needs for its special education students for a four (4) year term commencing on July 1, 2014. The Oakland Unified School District intends to contract with one special education transportation provider for the provision of all bus transportation services for the District's special education students.

**All Statements of Qualifications and Proposals must be received on or before February 18, 2014, no later than 2:00 p.m. (PST). A final determination/award will take place on April 23, 2014 at the District's Board of Education meeting.**

**Bid Number 13-14/07**

## Section 1 - General Information & Invitation

### COMMON TERMS AND DEFINITIONS

The terms "District," "OUSD," "Oakland Unified School District," "Board," and "Board of Education" may be used interchangeably in this solicitation and are defined exclusively as the Oakland Unified School District.

The terms "RFP," "Request For Proposal," and "Solicitation" may be used interchangeably in this solicitation and are defined exclusively as this solicitation.

The terms "Proposal," "Bid," and "Offer" may be used interchangeably in this solicitation and are defined exclusively as the response made to this solicitation by any Vendor.

The term "SET" is defined exclusively as "special education transportation."

The terms "SET Provider," "Vendor," "Company," and "Contractor" may be used interchangeably and are defined exclusively as those persons or entities who submit a Proposal in response to this Solicitation and/or who ultimately enter into a contract to provide the District SET services.

The terms "Contract" and "Agreement" may be used interchangeably in this Solicitation and are defined exclusively as the ultimate contract to provide the District SET services resulting from this solicitation.

### GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT AND ITS SPECIAL EDUCATION TRANSPORTATION NEEDS

The District is located in and is approximately coterminous with the City of Oakland, California (the "City"), located on the east side of San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The District's student enrollment for the 2013-2014 school year is approximately 36,880. The District has approximately 6,383 special education students for the same period, with approximately 73 of those who are non-ambulatory (*e.g.*, require the use of a wheelchair).

During the 2013-14 school year, the District operates a total of 90 schools: 50 elementary schools (K-5), 5 elementary/middle schools (K-8), 14 middle schools (6-8), 3 middle/high schools (6-12), 6 comprehensive senior high schools (9-12), and 12 alternative/continuation schools. The District employs approximately 4,359 Staff, including certificated (credentialed teaching), classified (non-teaching) and management. The District's 2013-2014 Fiscal Year Budget was approximately \$553.8 Million, of which approximately \$386 Million was general funds.

We encourage you to explore our website at: <http://www.ousd.k12.ca.us> for more information about the District.

The District reserves the right to issue other contracts to meet its transportation requirements, including transportation for its special education students. Contract award does not preclude the District from using other service providers for contracted services.

An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risk and exemplary customer service.

## **OBJECTIVES**

The District intends to contract with a SET provider for the transportation of the District's special education students both in and outside of the District's geographic boundaries.

The intent of this RFP process is to enter into a four (4) year contract for services beginning July 1, 2014, with an option to extend the contract for up to two (2) additional one-year periods based on satisfactory service/performance with the selected SET provider.

## **EXISTING ENVIRONMENT**

During the 2013-2014 school year, the District received contracted services from one SET provider to provide transportation services for its special education students in accordance with California Education Code Sections 1270, 39801 and 39802.

The District entered into an agreement with that company to provide and administer the home-to-school transportation services for special education students referred by the District. In addition, transportation was also administered for home-to-school transportation for special education non-public school students.

The District pays for these transportation and related administrative services on a monthly basis.

## **METHOD OF SELECTION**

See the Evaluation Criteria on page 16 of this RFP.

The District must obtain approval from the Oakland Unified School District Board of Education to enter into a contract or agreement with the provider for SET services.

## **REPRESENTATIONS**

No representations or guarantees of any kind, made orally, expressed or implied, are made with regard to the matters contained in this RFP, including any attachments, letters of transmittal, addenda, or any other related documents.

Vendors must rely solely on their own independent assessment as the basis for the submission of any proposal made.

## **VENUE**

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the resulting contract will be vested in Alameda County, California.

## **INCURRED COSTS**

The District will not provide compensation to vendors for any expenses incurred by the vendors for proposal preparation or for any demonstration that may be made. Vendors submit proposals solely at their own risk and expense.

## **OUSD'S RESERVATION OF RIGHTS/NO OBLIGATIONS**

The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises this RFP, all vendors that have responded will be notified by addenda. The District also reserves the right to extend the date responses are due.

This solicitation shall not be construed in any manner to be an obligation by the District to enter into an agreement with any vendor.

## Section 2 – Scope of Work

The Contractor will furnish the District with the required number of appropriately licensed/permitted vehicles, administrative and support staff, facilities, special equipment and supplies for transporting special education students to and from school sites within surrounding areas, at such time and places as assigned by the District. The Contractor shall also include transportation to and from student-related services and other school activities as specified in a student's IEP.

The Contractor who is awarded this contract will be responsible for the following duties:

### **TRANSPORTATION JURISDICTION**

Transport students qualified for special education services residing within the jurisdiction of the District from the pickup address to drop off address and return to designated delivery address, said addresses to be designated by the District. Such transportation shall be provided to designated addresses on all days schools are in session.

### **SEAT BELTS/CAR SEATS/HARNESSES**

Furnish all vehicles with a seat belt for each passenger and driver. Furnish all equipment necessary for said transportation of passengers (*e.g.*, car seats, restraints and harnesses). It shall be the driver's responsibility to see that such seat belts, car seats, restraints, or harnesses are properly adjusted and fastened as soon as the student occupies his/her seat and for the duration of the trip (including wheelchair students). The Contractor shall at all times provide for the safety and welfare of the students transported.

### **TRAVEL TIME**

Deliver the students to their respective schools not more than fifteen (15) minutes, but not less than five (5) minutes, before classes convene and have transportation vehicles arrive at each school for the return trip at least five (5) minutes, but not more than ten (10) minutes, after classes are dismissed. The driver and vehicle shall wait a minimum of ten (10) minutes after arrival at school to pick up students before departing for the next destination.

The travel time a child is en route on any trip shall not exceed sixty (60) minutes one way except for (a) delays caused by conditions beyond the Contractor's control, as determined by the District or (b) medical and/or behavioral needs of a student that necessitate less travel time, as documented in the student's IEP. Trips anticipated to exceed this time limit must be approved in advance in writing by the District.

### **COMPLIANCE WITH LAW**

Comply with all federal, state and local laws and regulations, statutes, ordinances, and rules applicable to a Contractor's performance under the contract, including but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination.

### **AUTHORIZED PASSENGERS**

Drivers will not transport any person, except a student enrolled within the District's jurisdiction, or an employee of the District or Contractor, without first obtaining the District's permission.

## **INFORMATION FOR STATE REPORTS**

Supply the District with all necessary information within the Contractor's control so that the District may apply to the California Department of Education for reimbursement for pupil transportation. The Contractor further agrees to submit to the District:

- A monthly written report not later than the 15<sup>th</sup> of the following month showing the total number of miles each vehicle traveled and the number of students transported on each vehicle for each day on which students were transported.
- An annual written report no later than July 30 showing the average daily number of students transported and the average distance pupils were transported.

## **ACCIDENT & OPERATIONAL REPORTS**

All accidents or incidents involving the Contractor's equipment, personnel, or students being transported while operating for the District shall be reported in writing to the District within five (5) working days. A preliminary oral report shall be made to the District within thirty (30) minutes following the accident, and shall include whether any fatalities or injuries occurred and a general description of property damage. The parents/guardians and school of attendance, as well as any student affected, shall be notified by the Contractor as soon as possible and the whereabouts of the student disclosed. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to the District. A legible copy of both the responding police agency and the Contractor's accident investigator's final report shall be submitted to the District within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, the Contractor's internal communication problems shall not relieve the Contractor of its obligation to provide sufficient information and advance notification to the District, law enforcement or any other person/entity regarding an accident/incident as may be required by the California Highway Patrol's *Passenger Transportation Safety Handbook*.

The Contractor shall provide any and all operational records the District deems necessary within ten (10) business days of the District's request.

## **COMPLAINTS**

Keep complete and accurate records of all written and oral complaints received regarding the Contractor's services for the District from all sources including, but not limited to: District employees or agents, parents/guardians, students, school-related service providers, private schools, state or federal agencies and other school districts. Contractor shall provide to the District a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.

## **VEHICLE CERTIFICATION, PERMITS & REQUIREMENTS**

The Contractor shall only use Transportation Charter Party ("TCP") and/or municipally permitted vehicles that meet all applicable regulations and laws relating to special education student transportation. The Contractor shall use only certified school buses, as required by federal and state laws and regulations, with an average age no older than eight (8) years, and at no time shall the age of any bus used exceed the maximum of ten (10) years on July 1 of each year.

All vehicles shall be equipped with air conditioning, and individual seat belts or harnesses. All vehicles shall also be equipped with two-way radios; fire extinguishers (as described in California Education Code Section 39838); and first aid and blood borne pathogen kits.

All vehicles transporting students in wheelchairs shall be equipped with hydraulic lifts and wheelchair securement devices that comply with federal and state legal requirements. Lifts purchased in or after 1995 shall have a manual override to provide for operation in the event of failure in the electrical system.

Specialized equipment may only be utilized if designated in a student's IEP, or by mutual agreement of all parties involved.

Contractor shall submit to the District a vehicle manifest within five (5) business days of the District's request.

### **SPECIAL/MODIFIED EQUIPMENT REQUIREMENTS**

If any equipment used by Contractor in the performance of the contract is required to be installed or modified due to a change in the law or applicable rules and/or regulations, such modification or installation shall be made by the Contractor without notification from the District. Contractor shall bear the entire cost of such modification and/or installation.

### **STANDBY VEHICLES**

Contractor will provide standby vehicles, of appropriate sizes, that meet all of the noted requirements, which shall be located by the Contractor at points close enough to the District so they may be substituted for regularly assigned vehicles, if needed, without delay.

### **STANDBY PERSONNEL**

Contractor shall maintain a list of standby personnel to perform the work required pursuant to the contract if regularly assigned personnel are absent or otherwise unavailable. The Contractor shall submit this list to the District prior to the commencement of work.

### **DISCIPLINE ON THE SCHOOL BUS**

Students transported by the Contractor shall be under the authority of, and responsible directly to, the driver of the vehicle, and the driver shall be held responsible for the safe and orderly conduct of the students at all times while they are in the vehicle. The Contractor may refuse to transport any student who, based upon past conduct, presents a potential danger to any other person(s) on the vehicle. However, the Contractor will submit a written report of a student's serious or persistent misconduct to the District's designee within 24 hours of the occurrence and will engage with the District's designee regarding the propriety of excluding a student from transportation.

### **EXIGENT CIRCUMSTANCES REGARDING DEPARTURE WITHOUT A STUDENT**

Recognizing that exigent circumstances arise where a driver must leave a student at a pick up or drop off location (*e.g.*, when a student refuses to enter the vehicle) in order to adhere to the driver's scheduled route and to not prejudice other students, the driver shall immediately communicate to the Contractor the circumstances that required the driver to depart without a student; the Contractor shall then immediately telephone and email the District's designated personnel regarding the matter; and the Contractor shall also immediately telephone the student's parent/guardian regarding the matter. The Contractor shall, within three (3) business days of a driver departing without a student, provide the District with a written report regarding the circumstances giving rise to that particular matter.

## **CERTIFICATE OF COMPLIANCE**

Contractor shall furnish to the District proof that all vehicles utilized for the contract are TCP certified by the Public Utilities Commission or have municipal permits applicable to the areas served. This proof shall be furnished prior to beginning operation under the Contract and at any time during the term of the Contract upon the District's request.

## **VEHICLE INSPECTION**

Allow the District to inspect all vehicles used in furnishing the services at any time during the term of the contract. A copy of each vehicle's yearly TCP or Municipal inspection shall be sent to the District's SET Coordinator or other District designee. Vehicles which are deemed by the District to be unfit for providing the required service shall be replaced by the Contractor with another vehicle of the same size, type and capacity, and in proper condition. Any required special education equipment shall be altered or installed on all such replacement vehicles at the Contractor's sole expense.

## **VEHICLE MECHANICAL CONDITIONS & APPEARANCE**

All vehicles utilized by the Contractor under the contract shall be in excellent mechanical and safe operating condition during the entire term of the contract, and shall meet or exceed the applicable standards established by federal and California state laws and regulations, as well as accepted industry maintenance standards. Regular preventive maintenance shall be practiced on all vehicles.

All vehicles utilized by the Contractor for the District's SET needs shall be clean and sanitary, and shall have an excellent exterior and interior appearance in accordance with District standards during the entire term of the contract. In addition, repairs to visible body damage, inside and out, shall be made within thirty (30) days from the date such damage occurs.

The Contractor shall maintain vehicle inspection reports and shall make said reports available to the District for review within five (5) business days of the District's request.

## **RADIO EQUIPMENT**

Each vehicle shall be equipped with radios/phones for communication to a base station dispatch terminal before being used pursuant to the contract. A citizens band radio is not allowed. All communication equipment will be maintained in good working condition at all times during the term of the contract.

## **DIGITAL VIDEO CAMERAS AND GLOBAL POSITIONING SYSTEM (GPS)**

Each vehicle shall be equipped with at least one fully functioning in-vehicle digital video camera that displays the full interior of the vehicle where students are positioned during transportation. The video camera shall capture and record images, either on the in-vehicle video recording unit or in a remote location, which must be copied/retained by the Contractor (and reviewable immediately upon demand by the District) for at least 30 days.

Each vehicle shall also be equipped with a fully functioning global positioning system (GPS) that the Contractor may use to track and record the vehicle's position at any given time.

## **FACILITIES – VEHICLE PARKING**

- Maintenance: The Contractor shall establish and maintain, throughout the duration of the contract, a maintenance facility/garage adequately equipped and staffed as required to perform preventative maintenance and repairs to vehicles used under the contract.
- Location: Maintenance and administrative facilities shall be maintained in Alameda County.
- Administrative and Support Staff: A facility located in Alameda County shall be staffed as required to administer and support the transportation of students, including the availability of personnel to receive and place telephone calls and monitor the radio equipment during the hours that students are being transported each school day. A private line, dedicated to District-related business, shall be installed at that facility at no cost to the District.

## **PRE-EMPLOYMENT SCREENING**

The Contractor shall develop and implement a pre-employment screening program for all candidates for employment, including drivers. The screening program shall be designed to assist the Contractor in determining a candidate's suitability for assignment to SET services.

## **DRIVER REQUIREMENTS:**

- Provision of Personnel: The Contractor shall employ a sufficient number of qualified drivers and support personnel to assure the District of continuous, reliable, safe and on-time service. The Contractor shall also employ an adequate number of substitute drivers to ensure the District receives continuous and on-time service.
- Licenses: All drivers employed by the Contractor to provide the District service must have a valid and current Class C California Driver's License and each school bus driver must hold a valid and current California Department of Motor Vehicles ("DMV") "California Special Driver Certificate." The Contractor shall maintain a list of each driver's name, California Driver's License number and DMV summary record (also known as a DMV "employer pull notice"), which list shall be made available to the District upon two (2) days request.
- Prohibition: The Contractor shall not use drivers to provide the District SET services who have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who have had a DUI, DWI, or any controlled substance-related violation.
- Background: The Contractor shall verify and be liable for the payment of all driver criminal record checks prior to transporting students, with such verification placed in the driver's file. The Contractor shall ensure that a driver does not provide service to the District when any background check or findings indicate criminal history convictions, as obtained through state and national searches (*e.g.*, DOJ and FBI). The Contractor shall maintain a record keeping system available for the District's inspection upon two (2) days request to verify the foregoing.
- Health Requirements: Each driver employed by the Contractor to provide service to the District shall be in good health. Each driver shall have a skin test or chest x-ray indicating

the driver is free from Tuberculosis prior to driving for the District, which test or examination shall then take place every two (2) years thereafter. Random testing of drugs and alcohol, chest x-rays or skin tests may be required by the District. Any driver failing to be tested or found to have a "positive" drug test result shall be immediately removed from service to the District. Contractor shall establish and maintain a record keeping system to assure that each driver meets these requirements. These records shall be available for review by the District within two (2) business days upon request.

- Smoking Prohibition: Drivers shall abstain from using tobacco products while students are present in the vehicle or on school grounds. Drivers, as well as their vehicles, must not smell of smoke or any other offensive odor.
- Moral Character: The Contractor recognizes that, for the protection of students, drivers other contractors, and the District, the Contractor's employees who have contact with the students and their families must be of stable personality and high moral character. Contractor shall ensure that all of its personnel meet these qualifications. Contractor will not allow any person to drive (a) whose conduct might in any way expose a child to any impropriety of word or conduct; (b) who Contractor knows or has reason to know is not in a condition of mental or emotional stability; or (c) who is under the influence of drugs or alcohol, including prescription and non-prescription drugs that impair the safe operation of the vehicle.
- Lift Operation Requirements: Drivers who are required to lift students in and out of vehicles shall have special training, including refresher in-service training, provided by the Contractor in lifting techniques and treatment of the handicapped children who must be lifted, including appropriate methods of securing wheelchairs within a bus/vehicle. Such personnel shall be physically capable of performing the required lifting. Proof of training will be submitted to the District within two (2) business days upon request.
- Time Schedules: All drivers shall be provided and required to have an up-to-date route sheet, area map and a timepiece with them while on duty so that they can maintain established route and time schedules.
- Route Assignments: Drivers shall be permanently assigned to the same route, whenever possible and shall have no more than two (2) reassignments during the school year unless a reassignment is determined by the District's SET Coordinator or other designee to be in the District's best interest.
- Strict Adherence to Routes: Drivers shall strictly adhere to the driver's specific route and schedule and shall not alter his/her route for any personal reason. He/she is prohibited from stopping along his/her route for any personal reason(s), including but not limited to making a stop at a convenience store, bank, or deli.
- Training: The Contractor will conduct, on an annual basis and whenever a person is hired as a new driver, driver orientation sessions. The driver orientation shall include, but not be limited to: commercial driver's license requirements and test preparation; drug-free workplace requirements; pre-trip and post-trip equipment and safety inspections; defensive driving; loading and unloading procedures (including wheelchairs); railroad crossing safety procedures; backing maneuvers; emergency procedures; special

equipment instruction (including car seat training); evacuation procedures; seasonal weather conditions; student management; disability awareness and sensitivity; dealing with parents/guardians of handicapped students; relationships with school personnel and the general public; student discipline; and other pertinent information.

- Evaluations: Drivers shall be evaluated by the Contractor at least once each semester for the purpose of observing their driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of students; and other factors inherent in the transportation of special education pupils. Copies of the evaluations shall be maintained by the Contractor during the term of the driver's employment by the Contractor, plus one (1) year thereafter and shall be sent to the District within five (5) business days of the request. All drivers assigned to perform services under the contract shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of an "at fault" accident, the driver shall be re-evaluated and retrained.

### **RIDING AIDE/ASSISTANT**

The District has the sole authority and right to place an aide/assistant with the student when deemed necessary, including on a Contractor's bus/vehicle.

### **DRIVER ASSIGNMENTS**

The District shall have the right of approval for any driver assigned to any route or service under the contract and may, at the District's sole discretion, require the removal or reassignment of any driver from service under the contract.

### **ELECTRONIC DATABASE RE STUDENTS**

The Contractor is required to supply and maintain a computerized database, accessible by the District, that contains all pertinent information for each student served. The preferred Contractor database is one that is able to seamlessly integrate with and electronically share/receive information with the District's own information system, which is currently a District Access System ("DAS"), but is anticipated to transition to a Special Education Information System ("SEIS") at some point during the life of the contract.

### **SHARING OF INFORMATION**

The District will provide the Contractor with IEP Behavior Plan and other educational information as necessary for performance of the Contract. The Contractor agrees that it will use IEP Behavior Plan and other educational information only for this purpose and acknowledges that it is prohibited by law from sharing this information. The Contractor further understands and agrees that pursuant to the Contract it provides a service to the District that the District would otherwise provide itself, and therefore the Contractor has legitimate educational interests in any student information which it receives, uses, maintains or to which it has access. The Contractor further agrees that it is under the direct control of the District with respect to the use and maintenance of information from student educational records.

The Contractor and its agents, personnel, employees, and/or subcontractors shall maintain the confidentiality of all information received in the course of performing the services pursuant to the Contract. The Contractor and its agents, personnel, employees, and/or subcontractors shall maintain records in accordance with all applicable federal and state laws and regulations and

agree that records relating to individual pupils provided by the District are subject to the Family Educational Rights and Privacy Act ("FERPA"). Such records shall be confidential to the extent required by FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060, et seq.; and other state and federal law. Each party to the Contract will provide satisfactory assurances to the other party that confidential education information will be appropriately safeguarded through the execution of the Contract. This requirement to maintain confidentiality shall extend beyond the termination of the Contract. The Contractor and its agents, personnel, employees, and/or subcontractors will be permitted access to student data only where permissible under state and federal law.

## **ELECTRONIC ROUTING SYSTEM, ROUTING AND SCHEDULING**

The Contractor shall have and use a fully functional electronic routing system with respect to the routing of buses and students. This electronic routing system must be made accessible to the District at any time upon request.

The Contractor shall establish all routes, schedules, and bus stops for students, in compliance with all schedules and other requirements of the contract. Up-to-date route sheets and information, retained in the aforementioned electronic routing system, that include, at a minimum, full driver names, full student names, bus/vehicle numbers, route names/numbers, and pick up and drop off sites and addresses, shall be available to the District at any time upon request. The same route sheets and information must also be made available to the District in hard copy format within two (2) business days of the District's request.

Students are to be transported directly to their schools from their places of residence (or pre-designated boarding point, if different). Pupils are to be delivered to school not more than fifteen (15) minutes, nor less than five (5) minutes, prior to class starting time, nor are they to be kept waiting more than ten (10) minutes after dismissal time.

### Changes in Established Routes

- The Contractor must inform the District in writing, within two (2) business days, of any changes to established routes. This includes, but is not limited to, informing the District of any instances where the Contractor determines that a student is not in need of transportation services on one or more routes.
- The Contractor shall implement the District's addition, suspension or deletion of transportation service(s) for a student within five (5) business days of the District's transmittal of the route change to the Contractor.

## **COMMUNICATIONS WITH PARENTS/GUARDIANS**

Initial Schedule: No later than one (1) week before the beginning of the school year, the Contractor shall notify (by telephone and written confirmation) the parent(s) or guardian(s) of each student of the time and location of pick-up and drop-off for the beginning of the school year, allowing no more than a ten (10) minute window for pick-up and drop-off.

Route Changes: The Contractor shall notify (by telephone and written confirmation) the parent(s) or guardian(s) of a student no later than one (1) week before any alteration of transportation services for said student, including but not limited to drop off or pick up time(s) or location(s) for that student.

Student Discipline/Exclusion: The Contractor shall immediately notify (by telephone and written confirmation) the parent(s) or guardian(s) of a student who the Contractor will no longer transport due to that student's past conduct and who presents a potential danger to any other person(s) on the vehicle.

### **FIELD TRIPS AND OTHER SCHOOL SPONSORED ACTIVITIES**

The Contractor will provide the District SET services for field trips as the District may authorize. The Contractor shall describe in its response to this RFP its cancellation policy regarding field trips, including any cancellation penalties when trips are canceled by the District.

### **ADMINISTRATION AND SUPERVISION OF SET SERVICES**

The Contractor shall maintain staff as required for effective management and supervision of the SET services provided to the District. In addition to such other personnel as may be required to administer the contract for student transportation, the Contractor shall designate a liaison and crisis management contact person for emergency contact with the District. By July 1<sup>st</sup> of each calendar year, the Contractor shall inform the District of the name(s), contact telephone number(s), and address(es) of such management personnel.

## **Section 2A – Additional District Rights & Responsibilities**

The District shall designate a liaison and crisis management contact person for emergency contact with the Contractor. By July 1<sup>st</sup> of each calendar year, the District shall inform the Contractor of the name(s), contact telephone number(s), and address(es) of such personnel.

The District shall provide the Contractor with all information relevant for scheduling and providing a student's SET needs (*e.g.*, name of each student; birth date; day telephone number(s); pick-up and drop-off addresses; the school/program to which a student is assigned; the start and end times for the student's school/program; an indication of whether or not the student requires special handling and/or equipment as specified in the IEP; and emergency information).

The District shall pay for the Contractor's SET services provided if the Contractor complies with all terms, covenants, and conditions of the contract. The District shall issue payment for the Contractor's SET services provided within forty-five (45) days of receipt of the Contractor's invoice(s).

The District shall have the right to audit (for performance, mileage and routing) any or all routes and may require changes in routing and scheduling if, in its opinion, such changes would result in increased bus and seat utilization or better service to pupils or schools. In addition, the written approval of the District is required for the addition of any buses to the contract or to any bus modification, which will result in any increase in overall charges to the District.

The District, may, at its sole discretion, elect to provide all, or part, of the routing and scheduling services required under the contract.

The District, at its sole discretion, may elect to award all or part of the SET contract.

The District may, at its sole discretion, adjust or modify all or part of the SET contract.

## **Section 3 – Terms and Conditions of Proposal and Contract**

### **EQUAL OPPORTUNITY**

The Vendor must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

### **ERRORS AND OMISSIONS**

If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Vendor shall immediately notify the District of such error in writing and request clarification or modification of the RFP. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor.

If a Vendor fails to notify the District, prior to the date fixed for submission of proposals, of an error in the RFP known to it, or an error that reasonably should have been known to it, the Vendor shall bid at its own risk, and if awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Vendor should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to it, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

### **ADDENDA ACKNOWLEDGEMENT**

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

### **VENDOR AGREEMENT AND UNDERSTANDING**

In compliance with this RFP, the Vendor will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. All work that may be called for in the specifications shall be executed and furnished by the successful Vendor, and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

It is further understood and agreed that the Vendor has been, by careful examination, satisfied as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer,

agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the terms or obligations herein contained.

## **COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS**

The Vendor agrees that the services offered will meet all the requirements of the specifications in this Solicitation unless deviations from them are clearly indicated in the Vendor's Proposal. The Vendor may submit an attachment entitled *"Exceptions to Specifications,"* which must be signed by the Vendor's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

## **VENDOR'S SIGNEE**

If the Vendor is an individual or an individual doing business under a company name, the proposal must, in addition to the company name, be signed by the individual. If the Vendor is a partnership, the proposal should be signed with the partnership name by one of the partners. And if the Vendor is a corporation, the proposal should be signed with the name of the corporation by an officer authorized to execute a proposal on behalf of the corporation.

## **EVALUATION CRITERIA**

Evaluation criteria will be used as stated in this RFP. The Evaluation Committee may also contact and evaluate the Vendor's references; contact any Vendor to clarify any response; contact any current users of a Vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions may, at the District's option, be conducted with responsible Vendors who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing Vendors.

Interviews may, if deemed necessary at the District's sole discretion, be held with the most qualified responding Vendors.

A Notification of Intent to Award may be sent to any Vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the District may negotiate a contract with the next best Vendor or withdraw the RFP.

## **ACCEPTANCE PERIOD**

Proposals are firm for a period of ninety (90) days unless otherwise specified. Any offer received shall be considered an offer that may be accepted or rejected, in whole or in part, by the District based on initial submission without discussions or negotiations. Proposals cannot be corrected, altered, signed or withdrawn after public opening.

## **VENDOR AGREEMENT TO TERMS AND CONDITIONS**

Submission of a signed proposal will be interpreted to mean the Vendor has agreed to all the terms and conditions set forth in the pages of this RFP solicitation.

## **AWARD OF CONTRACT**

Award will be made to the Vendor offering the most advantageous proposal after consideration of all evaluation criteria. The District will establish an Evaluation Committee. The Committee will evaluate all proposals received in accordance with the evaluation criteria. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District after all factors have been evaluated.

## **DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP will become the District's property, and will be returned only at the District's option and at the Vendor's expense. The original copy shall be retained for official files and will become a public record after the date and time for final proposal submission, as specified. However, confidential financial information submitted in support of the proposal requirements will be returned upon request.

## **EXTRA WORK**

No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District.

## **CHANGES TO WORK**

The District shall have the right to make any changes that may be hereafter determined upon, in the nature or dimensions of the work, either before or after its commencement, and such changes shall in no way affect or void the obligations of the contract. If such changes result in a change to the cost of the work, an equitable adjustment of fees shall be made by the District to cover said cost.

## **TERMS OF THE OFFER**

The District's acceptance of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

## **DISTRICT'S ALTERNATIVE VENDORS**

The District reserves the right to solicit, purchase and obtain from Vendors other than the successful Vendor certain products and services of a nature similar or equivalent to those products and services solicited in this RFP.

## **LAWS GOVERNING CONTRACT**

The contract shall be in accordance with the laws of the State of California. The parties stipulate that the contract is entered into in the County of Alameda, in the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum

for any litigation resulting from a breach hereof or any questions rising herefrom.

### **CHANGES TO THE CONTRACT**

The contract may be changed or amended by written, mutual consent of the District and the successful Vendor. No alteration or variation of the terms of the contract shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

### **TIME OF THE ESSENCE**

Time is of the essence of the Contract.

### **SEVERABILITY**

If any provisions, or portions of any provisions, of the Contract are held invalid, illegal, or unenforceable, they shall be severed from the Contract and the remaining provisions shall be valid and enforceable.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing the contract, certifies that the Vendor does not appear on the Excluded Parties List: <https://www.sam.gov/portal/public/SAM>.

### **NO RIGHTS IN THIRD PARTIES**

The Contract does not create any rights in or inure to the benefit of any third party.

### **NOTICE PROVISION**

All notices and invoices provided for under the Contract shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party's designated contact. Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party to the Contract must give written notice of a change of address.

### **LICENSES AND PERMITS**

The Contractor shall, unless otherwise provided elsewhere in the Contract, at its sole expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the Contract, and shall give all public notices necessary for the lawful performance of the Contract.

## **TAXES**

The Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the Contract, shall make any and all payroll deductions required by law, and shall defend, indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Do not include California sales/use tax unless price proposal calls for Total Proposed Price. The District is exempt from federal excise tax.

## **STATUS OF CONTRACTOR**

The Contract is not one of employment. The Contractor, in the performance of the Contract, shall be and act as an independent contractor. The Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. The Contractor shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Contractor's employees. In the performance of the work contemplated in the Contract, the Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, the District being interested only in the results obtained.

## **INSURANCE REQUIREMENTS**

Unless specifically waived by the District, the following insurance is required of the Contractor:

- i. If the Contractor employs any person to perform work in connection with the Contract, the Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws, when applicable. Employers' Liability Insurance shall not be less than Five Million Dollars (\$5,000,000) per accident or disease.

the Contractor shall also check one of the boxes below as set forth in the Contract:

- The Contractor is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of the Contract.
  - The Contractor does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. The Contractor shall maintain Commercial General Liability insurance, including automobile coverage, with limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The Contractor shall also maintain Abuse and Molestation insurance coverage, with a minimum limit of Two-Hundred Fifty Thousand Dollars (\$250,000). The coverage shall be primary as to the District and shall name the District as an additional insured. Evidence of insurance must be attached to the

Contract. Endorsement of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against the Contractor. The policy shall protect the Contractor and the District in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- iii. If the Contractor is offering OUSD professional advice under this Contract, the Contractor shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of Five Million Dollars (\$5,000,000) per claim.

OR

- iv. The Contractor is not required to maintain any insurance under the Contract, and a completed and approved Waiver of Insurance Form is required in every such case. Waiver of insurance does not release the Contractor from responsibility for any claim or demand.

### **SUBMITTAL OF DOCUMENTS**

The Contractor and its employees shall not commence the work under the Contract until the Contractor has submitted and the District has received evidence of, confirmed and approved all of the following:

- Tuberculosis Clearance – Documentation from a health care provider showing negative TB status within the last two years.
- General Liability Insurance Certificates and Endorsements – General Liability insurance in compliance with the section pertaining to Insurance Requirements, above.
- Workers' Compensation Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with the section pertaining to Insurance Requirements, above.

### **NON-DISCRIMINATION**

It is the District's policy that in connection with all work performed under contracts that there be no discrimination against any anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the Contractor agrees to comply with all applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act (beginning with Government Code Section 12900); Labor Code Section 1735; and District policy. In addition, the Contractor agrees to require like compliance by all its subcontractor(s), if any. The Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

## **ASSIGNMENT**

The obligations of the Contractor under the Contract shall not be assigned by the Contractor without the District's express prior written consent.

## **DRUG-FREE & SMOKE FREE POLICY**

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on the District's property.

## **INVOICING**

Invoices furnished by the Contractor under the Contract must be in a form acceptable to the District. All amounts paid by the District shall be subject to audit by the District or its designee. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, and total payment requested.

## **LIQUIDATED DAMAGES**

If the Contractor fails to provide transportation to students as specified in the Contract, it shall be liable to the District for all losses and damages therefrom; and because from the nature of the services to be provided under the Contract, it is and will be impracticable and extremely difficult to ascertain and fix the District's actual damages from any such failure of performance, it is agreed that the Contractor will pay as liquidated damages to the District:

- A. One hundred dollars (\$100.00) per Contractor-operated vehicle that is dispatched without the proper equipment (*e.g.*, seat belts, harnesses) and/or functioning two-way radio and/or functioning video camera or GPS.
- B. Two hundred dollars (\$200.00) per student per day who is not routed and transported by the sixth business day of a District's request to the Contractor for route addition or change.
- C. Two hundred dollars (\$200.00) per student per day not transported.
- D. Two hundred dollars (\$200.00) per student per day who is dropped off at school or at a school-related site more than fifteen minutes OR less than five (5) minutes before classes or school-related activities begin.
- E. Two hundred dollars (\$200.00) per student per day who is picked up at school or at a school-related site more than ten (10) minutes after classes or school-related activities are dismissed.
- F. Three hundred dollars (\$300.00) per student per day who is (a) en route on a trip in excess of sixty (60) minutes one way or (b) en route on a trip in excess of the time limits set forth in the student's IEP, if applicable.
- G. One thousand dollars (\$1,000.00) per day for overall unsatisfactory service.

If the same be not paid, the District may, in addition to its other remedies, deduct the same from any moneys due or to become due the Contractor under the Contract. The District has the expressed right to seek and obtain "actual damages" in addition to Liquidated Damages.

The provisions of this paragraph do not apply, as defined in Liquidated Damages, when delays are caused by conditions beyond the control of the Contractor, as described in the Force Majeure section.

## **RIGHT TO WITHHOLD**

The District has the right to withhold a pro rata portion of the payment to the Contractor when, in the sole opinion of the District, expressed in writing to the Contractor (a) the Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented; (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its work or records, and/or (c) the Contractor has failed to sufficiently itemize or document its demand(s) for payment.

## **FORCE MAJEURE**

The contractor shall be excused from performance under the Contract during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism; epidemic, quarantine; strike, lockout, labor dispute, oil or fuel shortage, freight embargo; rationing or unavailability of equipment, materials, products, plants or facilities; commandeering of equipment, materials, products, plants, or facilities by the Government; or any other occurrence which is beyond the control of the Contractor, when satisfactory evidence thereof is presented to the District.

## **DAMAGE**

The Contractor shall be held responsible for any breakage or loss of the District's equipment or supplies through negligence of the Contractor or its employee while working on the District's premises. The Contractor shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The Contractor shall immediately report to the District any damages to District property, whether real or personal, resulting from services performed under the Contract.

## **DEFENSE AND INDEMNIFICATION**

The Contractor agrees to hold harmless, defend, and indemnify the District and its officers, agents, and employees from and against any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of the Contract. The Contractor also agrees to hold harmless, defend, and indemnify the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to the Contractor in connection with the performance of the Contract. The Contractor's hold harmless, defense and indemnity obligations under the Contract shall not be limited by the insurance requirements set forth in the Contract. This provision survives termination of the Contract.

## **MATERIAL BREACH**

If the Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to the Contract, the same shall be deemed a material breach of contract. The District, at its sole discretion, may terminate the Contract and obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance. These remedies shall be in addition to

any other remedies available to the District.

### **ATTORNEYS' FEES AND COSTS**

In the event a suit or action is instituted in connection with any controversy arising out of the Contract, the prevailing party shall be entitled to recover such sum as the court may adjudge reasonable as to attorney's fees and costs.

### **TERMINATION OF CONTRACT**

The District may terminate the Contract *without cause* at any time with ninety (90) days written notice to the Contractor. The District may terminate the Contract *with cause* at any time with thirty (30) days written notice to the Contractor. Termination for cause shall be at the District's sole discretion and shall be, but is not limited to, failure to provide service specified within the time allowed or within the terms, conditions or provisions of this Contract. The Contractor may not cancel the Contract without prior written consent of the District's Governing Board.

## Section 4 – Submittal Instructions

### SCHEDULE – KEY DATES

1. Request for Statements/Request for Proposals mailed/issued: February 3, 2014.
2. Pre-bid conference: February 6, 2014 at 11:00 a.m. (PST) at Programs for Exceptional Children/Special Education Department, 2850 West Street, Oakland, CA 94608.
3. Deadline for Questions Regarding Request for Statements/Request for Proposals: February 7, 2014.
4. Deadline for OUSD's Answers to Questions Regarding Request for Statements/Request for Proposals: February 12, 2014.
5. **Proposals Due: February 18, 2013 at 2:00 p.m. (PST).**
6. Interviews (if deemed necessary at OUSD's sole discretion): February 24-26, 2014.
7. Finalists notified: March 3, 2014.
8. Final determination/award: April 23, 2014 at OUSD's Board of Education meeting.
9. Contract Start Date: July 1, 2014.

### INSTRUCTIONS

All questions concerning this RFP must be directed to MaryAnn Conner for Oakland Unified School District, [Mary.Conner@ousd.k12.ca.us](mailto:Mary.Conner@ousd.k12.ca.us).

Vendors are not to contact District staff (except MaryAnn Conner) or members of OUSD's Board of Education about this RFP or the selection process. Any Vendors who violate this request will be disqualified from further consideration.

Submission by facsimile or e-mail is not acceptable. Submissions received after the deadline will be returned unopened.

The statement of qualifications and proposal must be returned in ***sealed and properly identified envelopes or packages*** to:

Oakland Unified School District  
Programs for Exceptional Children/Special Education Department  
2850 West Street  
Attention: MaryAnn Conner  
Oakland, CA 94608

This RFP, and subsequent amendments and/or updates will be available at:

<http://www.ousd.k12.ca.us/SPEDTransportationRFP>

**Vendors are responsible for checking the aforementioned website for information and changes to this RFP.**

### **SUBMISSION AND RECEIPT OF PROPOSAL PACKAGES**

Sealed Proposal packages shall be received by Programs for Exceptional Children/Special Education Department, Attention: MaryAnn Conner, 2850 West Street, Oakland, CA 94608 **by February 18, 2014 before 2:00 p.m (PST).**

Packages shall be submitted in a sealed envelope(s) marked with:

- Vendor's Name
- Attn: MaryAnn Conner

Proposals submitted by mail should be submitted sufficiently in advance to ensure delivery to MaryAnn Conner at the Programs for Exceptional Children/Special Education Department (full address set forth above) prior to the specified deadline date and time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office, or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of any proposal to the person and address set forth above. All proposals received after the scheduled deadline for receipt of proposals will not be considered.

Vendors are required to send **one (1) original and two (2) bound copies** of a proposal, as well as one (1) copy included on a usb flash drive. Incomplete proposals may be deemed non-responsive and therefore not considered. The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract with the selected vendor prior to entering into a contract.

Proposals and any other information submitted by vendors in response to this RFP shall become the property of the District. Notwithstanding any indication by the vendor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award.

## **Section 5 – Proposal Format and Contents**

### **ECONOMY OF PREPARATION**

The submission of proposals will consist of information provided in the format defined in this section (Section 4). They should be prepared simply and economically, providing a straightforward and concise explanation of capabilities that will satisfy the requirements of the RFP. Emphasis in the submission of the RFP should be placed on completeness and clarity of content.

### **COVER LETTER**

- Identify the Vendor's core team.
- Provide the name of the Vendor's contact person, phone number and fax number relating to this RFP.
- Summarize the Vendor's history and projects most relevant to the District's SET needs.

### **TABLE OF CONTENTS**

Sections and page numbers for requested information.

### **EXECUTIVE SUMMARY**

Responses shall demonstrate how they summarize the Vendor's overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems.

Vendor shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary.

### **FORMAT AND CONTENT**

#### **Section A – General Information**

Provide the following information about your company:

- (1) Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

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- (2) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Company Web Address: \_\_\_\_\_

Point of Contact Email: \_\_\_\_\_

(3) Type of Company: (check one)

Individual  Partnership  Corporation

(4) Names and titles of all principals/officers/partners of the Company:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Point of contact if contract is awarded:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(6) Provide a succinct summary of your Company's overall qualifications and capacity to provide the services requested in this RFP. Provide information that documents experience with providing SET bus/transportation services to K-12 public, private and charter schools, if available. Also set forth or attach a short history of your Company, including whether it is local, national, or international, as well as approximate number of employees. Finally, provide the number of Company offices and locations.

**Section B - Legal**

(7) Have you or any of your principals been in litigation or arbitration involving bus service for any public, private or charter K-12 schools during the prior five (5) years?

\_\_\_\_\_.

If yes, provide the name of the school district and briefly detail the dispute:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(8) Have you ever had a contract terminated for convenience or default in the prior five years? \_\_\_\_\_ .

If yes, provide details including the name of the other party:

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(9) Is your Company, owners, principals, partners, and/or managers involved in or is your Company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? \_\_\_\_\_. (Yes or No)

If yes, provide details:

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(10) Is your Company, owners, principals, partners, and/or managers involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? \_\_\_\_\_. (Yes or No)

If yes, provide details:

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### Section C - References

Submit information regarding three (3) comparable K-12 transportation services for special education students that your Company has completed as the primary contractor within the last ten (10) years. Indicate the start and completion dates, services and equipment provided, project costs, contract term, warranty, and benefits to the owner. Provide the owner's name, address, telephone number, and contact person for each reference. Information obtained through the references will be evaluated by the District.

Reference Format: To be submitted for each of the three (3) references required.

Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Web Address: \_\_\_\_\_

Approximate Annual Sales: \_\_\_\_\_

Years of Service: \_\_\_\_\_

Services Provided: \_\_\_\_\_

#### Section D – Additional Proposal Requirements

- Provide current State of California Highway Patrol Safety Compliance Report/Terminal Record Update (**form number CHP 343**).
- Submit the following:
  - A copy of your company's current CHP Motor Carrier terminal Inspection.
  - A Certificate of Insurance.
  - A list of SET certified buses.
  - A list of all anticipated SET drivers and their California Driver's License numbers.
- The Vendor shall also submit a Price Proposal. The Price Proposal for proposed services must be submitted as a completed Attachment A to this RFP. The price proposal shall consist of all costs associated with the Scope of Work and all other requirements set forth in this RFP. **In order to accurately compile and evaluate all of the responses, the response format must be submitted on the District's Proposal Form. IF YOU FAIL TO FOLLOW THE INSTRUCTIONS, YOUR BID MAY BE REJECTED.**
- The Vendor shall also submit a fully-completed, fully-executed, **and notarized** Non-Collusion Affidavit, which is included as Attachment B to this RFP.
- All work proposed to be completed by the Vendor must be clearly outlined. The Vendor will not assign or transfer any of its rights, burdens, duties, or obligations under the Contract to its parent company, affiliates, subsidiaries, sub-contractors, or related legal

entities by operation of law or otherwise without the prior written consent of the District's governing board.

- The District is committed to the State's efforts to reduce greenhouse emissions by: implementing initiatives to reduce green gas emissions to 1990 levels by 2020; planning to implement the use of bio-diesel fuels; and planning to upgrade vehicles with exhaust scrubbers to reduce solid emissions. The Vendor shall describe its plans to support the District's commitment to reduce greenhouse emissions.
- Describe the customer service training provided for all of the Vendor's employees and the plan to provide the District exemplary customer service.
- Describe what remedy/compensation would be provided to the District should exemplary customer service levels fall below exemplary standards.
- Describe customer complaint mitigation and the escalation process for service issues.
- Vendors are invited to submit other information believed to be relevant to the District's selection process.
- As there is further information sought throughout this entire RFP, Vendors must ensure that they completely review and respond to any other inquiries set forth throughout this RFP.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither \_\_\_\_\_ nor  
[Type/Print Name of Bidder]

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Vendor/Contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Vendor/Contractor on the \_\_\_\_\_ day of \_\_\_\_\_ 2014 for the purposes of submission of this proposal.

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

As the awardee under this Proposal, I hereby certify that the above certification remains valid as of the date of Contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_ 2014 for the purposes of award of the Contract.

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_ (city/county), State of \_\_\_\_\_.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print

Attachment A

**PRICE PROPOSAL FORM – RFP RE OUSD SET BUS SERVICES**

1. Home to School Transportation (per IEP) for Regular School Year and Extended School Year Program:

**LOCAL – Within Alameda County**

Rate per pupil per day, ambulatory: \_\_\_\_\_

Rate per pupil per day wheelchair: \_\_\_\_\_

**OUT OF THE AREA – Greater Bay Area outside of Alameda County**

Rate per pupil per day, ambulatory: \_\_\_\_\_

Rate per pupil per day wheelchair: \_\_\_\_\_

2. Field trip rate, trip as specified by special request, on equipment in normal use for the above service:

Ambulatory:

Cost per hour of service: \_\_\_\_\_

Wheelchair:

Cost per hour of service: \_\_\_\_\_

Attachment B

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
(PUBLIC CONTRACT CODE SECTION 7106)**

I, [print name] \_\_\_\_\_, being first duly sworn, depose, say and declare: I am the [title] \_\_\_\_\_ of [bidder name] \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on [date] \_\_\_\_\_, at [city] \_\_\_\_\_, County of \_\_\_\_\_, [state] \_\_\_\_\_.

\_\_\_\_\_  
Signature of Bidder

**NOTARY FOR NON-COLLUSION AFFIDAVIT**

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014

\_\_\_\_\_  
Signature of Notary

(SEAL OF NOTARY) \_\_\_\_\_  
Typed Name of Notary